

SUMMONS ON COMPLAINT  
Court of Common Pleas, Crawford County, Ohio  
Sue SeEVERS Clerk of Courts

HIDEAWAY B&B INN LLC v GREAT LAKES REINSURANCE UK PLC 10-CV-0581

HIDEAWAY B&B INN LLC, Plaintiff  
1601 ST RT 4  
BUCYRUS OH 44820

to: GREAT LAKES REINSURANCE UK PLC, Defendant  
PLANTATION PLACE  
30 FENCHURCH ST  
LONDON, ENGLAND EC3M

to the following named defendants: (02)

GREAT LAKES REINSURANCE UK PLC

You have been named defendant(s) in a complaint filed in:  
Crawford County Court of Common Pleas  
112 E. Mansfield Suite 204  
Bucyrus, OH 44820

by: HIDEAWAY B&B INN LLC Attorney: GEORGE V PILAT (0039167)  
GALLERIA & TOWERS AT BRIEVIEW  
1301 EAST NINTH STREET STE 2200  
CLEVELAND OH 44114

MORRISON COHEN LLP  
HUDSON, MARY JO

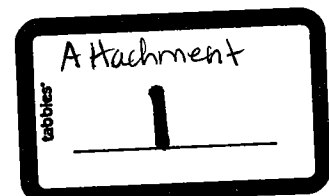
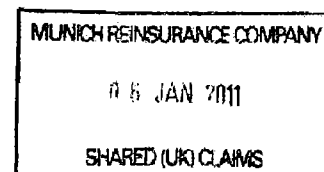
plaintiff(s). A copy of the complaint is attached.

You are hereby summoned and required to serve upon the plaintiff's attorney (or upon the plaintiff, if he has no attorney of record) a copy of an answer to the complaint within twenty-eight days after service of this summons on you, exclusive of the day of service. A copy of your answer must also be filed with the Court within three days of your serving your answer upon the plaintiff or upon the plaintiff's attorney.

If you fail to appear and defend, judgment by default will be rendered against you or the relief demanded.

Date: 12/23/10

Sue SeEVERS, Clerk of Courts  
By Dita Brown, Deputy Clerk



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SUE SEEVERS  
CRAWFORD COUNTY

IN THE COURT OF COMMON PLEAS  
CRAWFORD COUNTY, OHIO

HIDEAWAY B&B INN, LLC,  
1601 State Route 4  
Bucyrus, Ohio 44810,

Plaintiff,

vs.

GREAT LAKES REINSURANCE (UK) PLC  
Plantation Place  
30 Fenchurch Street  
London, England EC3M

Defendant.

CASE NO.: 10CV0581

JUDGE

COMPLAINT

(JURY DEMAND ENDORSED HEREON)

Now comes Plaintiff Hideaway B&B Inn, LLC, by and through the undersigned counsel,  
and for its Complaint against Defendant Great Lakes Reinsurance (UK) PLC states as follows:

1. Plaintiff Hideaway B&B Inn, LLC is an Ohio Limited Liability Company with its principal place of business in Bucyrus, Crawford County, Ohio.
2. Defendant Great Lakes Reinsurance (UK) PLC is believed to be a foreign corporation with its principal place of business in London, England, operating through authorized agents and offices in the United States of America and State of Ohio, and which has conducted business and activity and/or caused injury in this jurisdiction giving rise to the claims for relief set forth herein.

3. This Court has jurisdiction over the subject matter of this action and over the person of Defendant under O.R.C. 2305.01, 2307.382, and 2721.02. Venue of this action in this Court is proper under Rule 3(B) of the Ohio Rules of Civil Procedure.

**Count One**  
**(Declaratory Judgment)**

4. Plaintiff incorporates by reference each and every allegation contained in paragraphs 1-3 set forth above.

5. Defendant issued one or more insurance policies to Plaintiff which were in force at all times relevant to this action.

6. The insurance policies Defendant issued, including but not limited to policy number NAGK 15150 for the policy period 7/28/2008 to 7/28/2009 (attached hereto as **Exhibit 1**), provide Plaintiff with various insurance coverages for liability, property damage, business income and extra expense, and additional coverages.

7. On December 23, 2008 Plaintiff experienced injury and loss from water damage which caused property damage, damage to business personal property, the closing of the business for a period of time, the loss of business income and incurring of extra expense, and other injuries, losses, and damages.

8. The damages and losses incurred and suffered by Plaintiff are all covered by and within the terms and scope of the subject insurance policies issued by Defendant.

9. Plaintiff gave prompt notice of the claim and loss to Defendant and requested coverage and payment from Defendant for all damages and losses covered by the subject insurance policies.

10. Defendant paid for some of Plaintiff's damages and losses, but has failed and refused to pay Plaintiff for all covered damages and losses, especially certain items of business personal property and lost business income and extra expense incurred.

11. Plaintiff has complied with all of Defendant's requests in connection with the subject claim and all conditions precedent to coverage and payment have been satisfied.

12. Defendant's position that Plaintiff is not entitled to coverage for any other damage or loss beyond what has been paid, or that any further amount to be paid is far less than Plaintiff's actual damages and losses, has created an actual, justiciable controversy between Plaintiff and Defendant over their rights, duties, and obligations under the subject insurance policies, for which Plaintiff seeks a declaratory judgment as set forth below.

**Count Two**  
**(Breach of Contract)**

13. Plaintiff incorporates by reference each and every allegation contained in paragraphs 1-12 set forth above.

14. Defendant's conduct in denying further payment to Plaintiff on its claim under the applicable insurance policies constitutes a breach of contract.

15. As a direct, proximate, and foreseeable result of Defendant's breach of contract Plaintiff has suffered injury and damage for which Defendant is liable as set forth below.

**Count Three**  
**(Bad Faith)**

16. Plaintiff incorporates by reference each and every allegation contained in paragraphs 1-15 set forth above.

17. Defendant has engaged in bad faith conduct in handling Plaintiff's first-party insurance claim, including but not limited to unreasonably delaying payment of covered losses,

refusing to pay full replacement cost for covered property, refusing to pay all lost business income and extra expense, refusing to accept Plaintiff's evidence and proof of the nature and extent of its damages and losses, and acknowledging that items would be covered and then unreasonably changing its position and denying or seeking to limit coverage.

18. Defendant's conduct in handling Plaintiff's claim has been undertaken without reasonable justification and in bad faith.

19. As a direct, proximate, and foreseeable result of Defendant's bad faith conduct Plaintiff has suffered injury and damage for which Defendant is liable as set forth below.

20. Defendant's conduct is and has been intentional, willful, wanton, outrageous, malicious, and/or in conscious or reckless disregard for the rights of Plaintiff, rendering Defendant further liable for punitive damages and attorney's fees and expenses.

**Demand For Judgment**

21. Plaintiff incorporates by reference each and every allegation contained in paragraphs 1-20 set forth above.

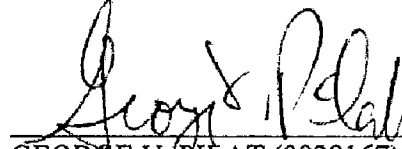
22. Plaintiff demands judgment in its favor and against Defendant as follows:

- A. For a declaratory judgment declaring the rights, duties, and obligations of the parties that all Plaintiff's damages and losses (including property damage and business income and extra expense) resulting from the December 23, 2008 claim are covered and should be paid in full;
- B. For compensatory damages in an amount in excess of \$25,000;
- C. For punitive damages in an amount in excess of \$250,000.00, or otherwise the maximum amount allowed at law;
- D. For attorney's fees and expenses in an amount to be proven at or before trial;
- E. For pre-judgment and post-judgment interest on all sums awarded at the maximum rate allowed by law calculated from the date of loss;
- F. For costs of this action; and

- G. For any other legal or equitable relief to which Plaintiff is entitled or is otherwise appropriate under Ohio Civil Rule 54(C) and applicable law.

Respectfully submitted,

McINTYRE, KAHN & KRUSE CO., L.P.A.



OF COUNSEL:

McIntyre, Kahn & Kruse Co., L.P.A.

GEORGE V. PILAT (0039167)

**Attorney for Plaintiff**

The Galleria & Towers at Erieview

1301 East Ninth Street, Suite 2200

Cleveland, OH 44114

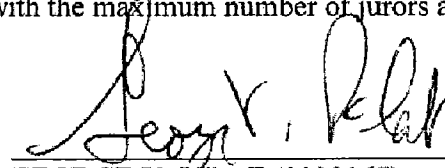
Telephone: (216) 579-4114

Facsimile: (216) 579-0605

E-mail: [info@mkkglaw.com](mailto:info@mkkglaw.com)

**JURY DEMAND**

Plaintiff demands a trial by jury with the maximum number of jurors allowed at law on all issues properly tried to a jury.



GEORGE V. PILAT (0039167)

**Attorney for Plaintiff**

# **GREAT LAKES REINSURANCE (UK) PLC** **COMMON POLICY DECLARATIONS**

Policy No. NAGK15150

## 1. Named Insured and Mailing Address

BEAWEY B&B INN, LLC  
 EMMETT MILLER  
 3030A MILLER  
 HIDEAWAY COUNTRY INN  
 1 STATE ROUTE 4  
 CUYRUS, OH 44820

## 2. Deductible \$1,000.00

3. Policy Period From: 7/28/2008 To: 7/28/2009 12:01 A.M Standard Time at your mailing address

4. Business Description: Bed and Breakfast or Country Inn  
 Form of Business: LLC

## 5. Forms and Endorsements

Form(s) and Endorsement(s) made a part of this policy at time of issue: See Schedule of Forms and Endorsements

6. IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Property Coverage Premium:	\$6,450.00
Filing Fee:	\$150.00
Inspection Fee:	\$555.00
Stamping Fee:	\$0.00
Surplus Lines Taxes:	\$322.50
Terrorism Premium:	\$0.00
<b>Total Policy Premium:</b>	<b>\$7,477.50</b>

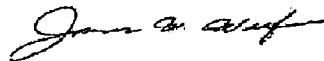
## 7. Location of All Premises You Own, Rent or Occupy

Premises No.	Address
	1601 State Route 4 Bucyrus OH 44820

undersigned:

Date: 8/29/2008

Invoiced By:



Authorized Representative